

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE SOUTHERN DISTRICT OF OHIO
3 WESTERN DIVISION, CINCINNATI
4
5 EVERETT W. WHISMAN, et al.: Case No. C-1-02-406
6 Plaintiffs, : Judge Beckwith
7 V. : Magistrate Sherman
8 ZF BATAVIA, LLC, et al., :
9 Defendants. :

10 Deposition of TED EDRINGTON, taken on
11 Thursday, August 21, 2003, commencing at 1:31 p.m.,
12 at the offices of Baker & Hostetler LLP, 312 Walnut
13 Street, Suite 3200, Cincinnati, Ohio, before
14 Susan M. Barhorst, Notary Public.

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1 APPEARANCES:

2 On behalf of Plaintiffs:

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8 Also present:
9

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14 Cross-Examination

15	by Mr. Hunter	4, 107
16	by Mr. VanWay	66, 110
17	by Mr. Simon	111

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1	EDRINGTON DEPOSITION EXHIBITS	MARKED/IDENTIFIED
2	2	27
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4	4	23
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6	122	26
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1 TED EDRINGTON

2 being first duly sworn, testified as follows:

3 CROSS-EXAMINATION

4 BY MR. HUNTER:

5 Q. Sir, will you please state your name
6 for the record?

7 A. Ted Edrington.

8 Q. And your current address,
9 Mr. Edrington?

10 A. 504 North Cooper Avenue, Lockland,
11 Ohio.

12 Q. Mr. Edrington, I know you joined us
13 kind of in the middle of Mr. Newsome's deposition,
14 but I want to go over a couple of ground rules and
15 how I hope this is going to work today.

16 In your deposition, I'm going to ask
17 you questions related to the litigation that you
18 have filed against the company. Hopefully you'll
19 be able to hear me, understand me and generally
20 answer my questions.

21 If at any point in time I either speak
22 to quickly, I mumble, just -- you can't hear me or
23 for whatever reason, you can't fairly answer my
24 questions, I want you to stop me and let me know,

1 okay?

2 A. Sure.

3 Q. Is there anything today that would
4 prevent you from being able to go forward with your
5 deposition, in terms of a personal problem or a
6 medical issue?

7 A. To forward it?

8 Q. To go forward with the deposition --

9 A. Oh --

10 Q. -- to be able to answer the
11 questions --

12 A. -- no, nothing --

13 Q. -- I have.

14 A. -- I know of.

15 Q. Okay. If I use the term "Ford
16 transitional," what does that mean to you or do you
17 know what that means?

18 A. I'd say in relation to us, it's people
19 that worked at Ford that transitioned to ZF
20 Batavia.

21 Q. And would you consider yourself a Ford
22 transitional employee?

23 A. Yes.

24 Q. And how many years did you have in

1 with Ford prior to coming over to ZF Batavia?

2 A. Nine, I believe.

3 Q. And were all those years of service --

4 well, where were those nine years of service?

5 A. It was all what we call the

6 maintenance supervisor at that time.

7 Q. Physically, what plant were you at?

8 A. Batavia.

9 Q. Were you at Sharonville or Batavia?

10 A. Oh, it was Batavia.

11 Q. Okay. And I would gather, then, you

12 were a maintenance supervisor that entire time

13 period?

14 A. Yes, sir.

15 Q. Okay. Do you remember who your

16 immediate supervisor was during that tenure?

17 A. Norm Jurnigan.

18 Q. Prior to working at Ford Batavia,

19 where were you employed?

20 A. Beckett Paper Company up in Hamilton.

21 Q. How long were you with Beckett?

22 A. Seven years.

23 Q. And what did you do while you were at

24 Beckett?

1 A. I was a maintenance supervisor the
2 last two years. Before that, I was hourly
3 maintenance mechanic.

4 Q. Then you were with Beckett for about
5 seven years. Where were you before Beckett?

6 A. Klosterman's Bakery for a year.

7 Q. Okay. Probably in maintenance?

8 A. Yes, maintenance.

9 Q. Okay. And prior to Klosterman's?

10 A. Well, it was Phillip Carey Company in
11 Lockland and then it changed to Panagon and then
12 Jim Walters. But it's basically the same company,
13 went through a series of owners.

14 Q. Okay. And at that -- what was the
15 last entity that it was?

16 A. Jim Wolters.

17 Q. Jim Wolters? At Jim Wolters or any of
18 its predecessors, what position did you hold?

19 A. When I left, I was maintenance
20 supervisor.

21 Q. Okay. I'm not surprised. All right.
22 So it sounds like you spent a fair amount of time,
23 basically your work career, doing maintenance?

24 A. Yes, since the seventies.

1 Q. All right. And as a maintenance
2 supervisor in the various positions, were those
3 always salaried?

4 A. Yes.

5 Q. Were you always paid overtime?

6 A. Not until I came to Ford.

7 Q. Okay. What happened, for example, at
8 Beckett, in terms of overtime compensation?

9 A. We didn't get any.

10 Q. Okay. There were no circumstances
11 under which you were paid overtime compensation?

12 A. No, we'd get days off.

13 Q. Kind of a comp time type thing?

14 A. Yeah, they didn't officially call it
15 that, but I -- if I could explain?

16 Q. Sure.

17 A. If I worked -- say if I put in a 16-
18 hour day, I said, listen, I won't -- I'm only going
19 to come in a couple hours tomorrow, get everything
20 squared away and then I'm going to go home.

21 Q. Okay. Maybe even flex time sounds
22 like it might be a better description. I mean, it
23 doesn't matter.

24 A. It really wasn't called that --

1 Q. Okay.

2 A. -- yeah.

3 Q. And just so that I'm clear, at the
4 time that you transitioned your position to ZF
5 Batavia, your position was that of maintenance
6 supervisor, correct?

7 A. Correct.

8 Q. How many individuals were you
9 responsible for, in terms of direct reports?

10 A. Initially or now?

11 Q. At the time still while you were
12 employed by Ford Motor Company just prior to the
13 transition to ZF Batavia.

14 A. I can give you a ballpark figure of
15 35.

16 Q. Okay.

17 A. That number varied with people that
18 either came in early or stayed over off a different
19 shift.

20 Q. Oh, sure. I think you told me you
21 were paid overtime -- started to be paid overtime
22 compensation when you came to Ford?

23 A. That's correct.

24 Q. How did that work when you were paid

1 at Ford, in terms of how -- what was the overtime
2 scheme? How did you get paid for that?

3 A. Well, if it was over 40 hours, we got
4 paid a rate. I'm not sure exactly what it was. I
5 think it was like \$37. That was over eight hours
6 and then Saturday was a different rate and Sunday
7 was a different rate.

8 Q. Now, I've heard from a lot of folks,
9 something that they've referred to as casual time.
10 And we've even had some of the witnesses break it
11 down and indicate that basically anything less than
12 59 minutes that you didn't get paid for at Ford.
13 Is that not your understanding?

14 A. Now or --

15 Q. No, no. When you were at Ford, in
16 terms of the way Ford paid overtime, anything 59
17 minutes or under, is that how it was for you at
18 Ford or no?

19 A. I believe so, yeah.

20 Q. Okay. Because I don't understand that
21 to kind of mesh what you told me before. You said
22 that over 40 hours, we got paid at a rate?

23 A. Correct.

24 Q. So that's not entirely accurate, then,

1 is it?

2 A. Yes, that's not accurate.

3 Q. Okay. So Ford -- you would agree with
4 me that Ford had some -- some understanding or
5 expectation with respect to casual time?

6 A. My immediate supervisor did.

7 Q. Okay. And would it be safe to say
8 that the concept of casual overtime at Ford
9 certainly could depend, in part, upon who your
10 supervisor was?

11 A. Yes.

12 Q. And, in fact, did you understand that
13 to some degree to be true at ZF Batavia as well?

14 A. No.

15 Q. Okay. In terms of your immediate
16 supervisor at Ford, again, I guess can you clarify
17 for me how you got paid because it isn't -- I think
18 what you initially told me, in terms of everything
19 over 40 hours, when did you start to get overtime
20 compensation at Ford? And I'm talking at the time
21 period just prior to the transition.

22 A. Okay. Just prior to the transition.
23 I need to go back a little bit. Norm Jurnigan
24 wasn't my supervisor just at the transition period.

1 That was when I first started there.

2 Q. Okay.

3 A. During the transition period or just
4 before, I think it was Milt Gross.

5 Q. Okay.

6 A. But, in any case, the expectation was
7 to come in before the shift started to get a lineup
8 from the other supervisors. And at the end of my
9 shift, I would give the day shift supervisors --
10 I'm on midnights. I would give the day shift
11 supervisors a lineup what we had done and things
12 they needed to follow-up on.

13 Q. Okay.

14 A. And once that was done, I was usually
15 free to go.

16 Q. Okay. And, again, kind of, I think,
17 the term I've heard is hand off?

18 A. Yeah, yeah. That's a good term.

19 Q. Okay. Was that -- I've as well heard
20 that that was anywhere from 15 to 30 minutes on a
21 general -- general basis?

22 A. The -- like the formal hand off, yes,
23 that would be fair.

24 Q. And I guess I should have clarified

1 that. That would be 15 to 30 minutes at the
2 beginning and at the end of the shift?

3 A. Sometimes less; sometimes no, yeah.

4 Q. Okay. I think we kind of got off on a
5 tangent there. When you came over to ZF Batavia,
6 you came over, I believe, as a maintenance
7 supervisor?

8 A. Yes.

9 Q. And that's, I believe, the current
10 position that you hold?

11 A. Yes. I think formally it's called a
12 group leader, but it's still the same function.

13 Q. My understanding is that a lot of
14 folks have had changes, in terms of the name of the
15 position, but many times the responsibilities would
16 be substantially similar to where you started?

17 A. It was exactly the same.

18 Q. Okay. With regard to the litigation
19 that has been brought, it is my understanding there
20 are a number of promises or representations that
21 plaintiffs in this case have alleged that have been
22 broken by either Ford or ZF Batavia.

23 Can you kind of give me a laundry list
24 of the issues that you have with respect to those

1 promises or representations that you feel ZF
2 Batavia has not lived up to?

3 A. Taking away the paid personal days,
4 which we have gotten back. But bereavement days,
5 the overtime pay. Oh, did I mention paid personal
6 days?

7 Q. Well, yeah. You said taking away the
8 paid personal days, I presume that's the two-day
9 change from five to three?

10 A. Yes, yes.

11 Q. Okay.

12 MR. SIMON: You might read back what
13 he just said, if you could, John.

14 MR. HUNTER: Sure.

15 MR. SIMON: He asked you what he said.

16 Q. Sure. I believe it was the -- you
17 made reference to the paid personal days, which I
18 understand the five to three change, okay? You
19 also mentioned the bereavement change.

20 A. Right.

21 Q. And you mentioned overtime.

22 A. Right.

23 Q. Is there anything else?

24 A. At this time, I --

1 Q. Okay.

2 A. -- I've kind of drawn a blank here. I
3 work midnight shift.

4 Q. Understood.

5 A. And I'm sorry if I'm a little fuzzy
6 today.

7 Q. That's all right. If while we're
8 going through this, you think of something else,
9 just stop me and let me know.

10 A. Okay.

11 Q. My understanding is that there were a
12 series of meetings out at the plant with respect to
13 discussions with Ford transitional employees. Do
14 you remember any of those meetings?

15 A. I remember one up in the cafeteria.

16 Q. And was that a meeting that you
17 attended?

18 A. Yes.

19 Q. Okay. Did you attend any other
20 meetings?

21 A. In regards to CVT and the joint
22 venture?

23 Q. Well, in regards to any of the
24 meetings that helped influence your decision to

1 either come to Batavia or otherwise.

2 A. There were a couple of meetings with
3 Hassan Saleh.

4 Q. Okay.

5 A. Right now that's all I can think of.

6 Q. Well, let's talk about the meeting
7 with Hassan. Those were not meetings like at the
8 cafeteria where, in a sense, all the Ford
9 transitionals were there, were they?

10 A. Correct.

11 Q. Were they more along the lines of
12 discussions between yourself and Hassan?

13 A. Yes.

14 Q. Was anybody else present for these
15 discussions between you and Hassan?

16 A. No.

17 Q. Okay. In terms of the meeting in the
18 cafeteria that you attended, do you recall, was
19 that one of the meetings that was held on May 27th
20 of 1999?

21 A. It was about that time of year.

22 Q. Okay. Was that the meeting where they
23 had the slide --

24 A. Right.

1 Q. -- presentation and whatnot?

2 A. Exactly.

3 Q. Okay. Do you recall who was in
4 attendance at that meeting?

5 A. Not definitely. I cannot honestly
6 give you a definite answer.

7 Q. Is there anybody that --

8 A. The names, Mr. Kehr.

9 Q. Okay.

10 A. Dave Adams may have been there and
11 there were a couple of guys from Ford Detroit were
12 down, I believe.

13 Q. Do you remember, did you go to the
14 morning or the afternoon session?

15 A. I'm -- oh, I'm sure it would be in the
16 morning.

17 Q. The morning, okay. And I think I may
18 have interrupted you there. Was there anybody else
19 that you recalled at the meeting?

20 A. Not definitely that I could honestly
21 say, no, I can't.

22 Q. Do you remember any specifics of what
23 Mr. Kehr said at this meeting?

24 A. No. I just vaguely remember the

1 presentation with the slides.

2 Q. Do you remember any details whatsoever
3 about the slides or anything that you can recall
4 from the meeting or the slides?

5 A. That most of our -- had -- if we would
6 transition to ZF Batavia, our benefits would stay
7 about the same. And there may have been a slide
8 that listed some of those. This was some time
9 back.

10 Q. Oh, understood. You used the phrase
11 that if we would transition, the benefits would
12 stay about the same. Is that something that you
13 specifically remember that Mr. Kehr said?

14 A. I believe he did, but I won't say
15 definitely, absolutely he said that. I can't
16 honestly say that.

17 Q. Okay. And I guess -- and maybe I
18 asked a poor question. Was that, from what you can
19 remember, something that Mr. Kehr actually said or
20 was that kind of your impression of the overall --

21 A. That was my impression of the overall
22 meeting.

23 Q. Okay. Do you specifically recall
24 anything that either Karl Kehr or Dave Adams might

1 have said at the meeting?

2 A. One of them said we want to excel with
3 our new joint venture. We want the best people and
4 to be competitive in the market, we need the best
5 people. And, therefore, that's why we're offering
6 good salary and good benefits.

7 Q. Okay. Do you remember anything else
8 from that meeting?

9 A. How -- how much of an improvement the
10 CVT would be and how much it would bring the
11 company into the new age of automotive
12 transmissions, if you will.

13 Q. Do you remember, was there any real
14 discussion with what CVT was or could be?

15 A. Oh, yeah.

16 Q. Okay.

17 A. A new type of transmission based on
18 varying pulley sizes and dimensions, ratios. And
19 it would give it approximately 10 percent increase
20 in fuel economy, be lighter.

21 Q. Okay. Do you remember anything else
22 with respect to the comments about CVT?

23 A. That we would be one of the first
24 people to actually produce this item.

1 Q. That the plant, ZF Batavia, would be
2 the --

3 A. Yes, okay.

4 Q. Anything else regarding CVT?

5 A. Not specifically that I can recall.

6 Q. Okay. Anything else about the meeting
7 that you can recall with any degree of specificity?

8 A. No.

9 Q. As of this meeting -- strike that.
10 You had mentioned discussions or
11 meetings with yourself and Mr. Saleh. Do you
12 remember, were those discussions prior to this May
13 27th meeting?

14 A. No.

15 Q. Okay. So they were after that?

16 A. That's correct.

17 Q. As of May 27th, had you made a
18 decision as to whether or not to join the joint
19 venture?

20 A. Definite decision, no.

21 Q. What issues were open in your mind as
22 of that -- the end of that meeting on May 27th?

23 A. Well, I didn't know how -- what our
24 retirement would be, the health plan, 401K, the

1 benefit package generally.

2 Q. Okay. And after -- again, after the
3 meeting on the 27th, those issues were open issues
4 for you?

5 A. Yes.

6 Q. Okay. In terms of the discussions
7 then with Hassan, how did that come about?

8 A. I just asked him, how is the new
9 company going to be, as far as benefits, pay,
10 retirement and the -- just the overall employment.

11 Q. Hassan wasn't in human resources at
12 that time, was he?

13 A. No.

14 Q. I guess I'm curious as to why you
15 would ask Hassan about such things, as opposed to
16 somebody in human resources or one of the
17 presenters at the meeting on May 27th?

18 A. Well, if I'm not mistaken, he had
19 transitioned at that time.

20 Q. Okay.

21 A. And I dealt with him more on a daily
22 basis than the people in HR.

23 Q. Okay. Did you take some comfort in
24 the fact that he had joined the joint venture?

1 A. Oh, sure.

2 Q. Okay.

3 A. Had it not been a good thing, he
4 probably wouldn't have joined.

5 Q. Okay.

6 A. That was my opinion, my perspective.

7 Q. Okay. Let's talk, then, to the extent
8 that you can recall, what -- how many discussions
9 did you have with Hassan?

10 A. I think two --

11 Q. Two?

12 A. -- total.

13 Q. Can you put a date on those for me?

14 A. No, sorry. I'm afraid --

15 Q. Okay. How about any detail, in terms
16 of the discussions?

17 A. The one thing he said was you can't
18 keep your Ford stock. You have to put it into one
19 of the Fidelity programs.

20 Q. Okay.

21 A. Specifically that's --

22 Q. You told me that as of the May 27th
23 meeting, you -- after that meeting, you had still
24 not made up your mind to transition. Is there any

1 event or information that you obtained after the
2 May 27th meeting that kind of in and of itself
3 helped to help you -- helped you make that
4 decision?

5 A. No. I just thought it would be a good
6 move to be in on the ground floor, if you don't
7 mind my using that expression, as far as this new
8 transmission that was going to be on the cutting
9 edge of technology. And I figured -- I wanted to
10 be proud to be one of the guys that made this
11 thing.

12 Q. Okay.

13 A. It was exciting.

14 Q. Did you and Hassan discuss anything
15 with respect to CVT?

16 A. The transmission itself?

17 Q. Mm-hmm. Or, well, in terms of --

18 A. No.

19 Q. -- your -- what the joint venture
20 might hold for you with respect to the CVT?

21 A. Specifically, no. I don't remember.

22 MR. HUNTER: Okay. Steve, do you have
23 Exhibit 2 there handy?

24 Q. Mr. Edrington, Steve has handed you

1 Exhibit Number 2. Can you take a moment to take a
2 look at that for me? You've had a chance to review
3 that document?

4 A. (Witness nodded.)

5 Q. Exhibit Number 2, we've referred to it
6 as the gray brochure. You've seen that document
7 before?

8 A. Yes.

9 Q. You did not receive a copy of Exhibit
10 2 at the May 27th meeting, did you?

11 A. No, sir.

12 Q. Okay. With respect to Hassan, I think
13 you'd told me you'd had a couple discussions with
14 him. Was he the one that made you or brought you
15 your offer letter?

16 A. I believe that's the case, yes.

17 Q. All right. Do you remember, did he
18 come out on the floor and bring you the offer
19 letter?

20 A. No. I went up to his office.

21 Q. Were you expecting that you were going
22 to receive an offer from ZF Batavia?

23 A. Oh, yes.

24 Q. Okay. And did -- had you had

1 discussions with Batavia about specifically what
2 the compensation would be, in terms of the base
3 salary and things like that?

4 A. In actual numbers?

5 Q. Mm-hmm.

6 A. No.

7 Q. So would it be safe to say that the
8 offer letter, in terms of the dollar amount -- I
9 don't want to say it was a surprise to you, but you
10 didn't know exactly what that was going to be?

11 A. I believe that's the case. I don't --
12 I would have to see the letter.

13 Q. And I'll give that to you here in one
14 second. With respect to --

15 A. I don't remember actually.

16 Q. Sure. No, understood. With respect
17 to Hassan, he called you up into the office and
18 then he handed you the offer letter?

19 A. Well, he talked about it and then he
20 said -- you know, we are going to offer you -- we
21 are offering you a position with the new joint
22 venture.

23 Q. Okay. Do you remember what else he
24 said?

1 A. He said if you decide to go with the
2 joint venture, your benefits will stay about the
3 same as Ford or about equivalent to the benefits
4 that you would receive if you stayed with Ford.

5 Q. And did you feel that that was
6 consistent with what you were told at the May 27th
7 meeting?

8 A. Yeah.

9 Q. Okay. And was that consistent with
10 what you had discussed with Mr. Saleh in the
11 meetings we've talked about prior to the offer
12 letter?

13 A. Yeah.

14 Q. Okay. Do you remember any other
15 comments that Mr. Saleh had made? Well, made at
16 the time of giving you the offer letter?

17 A. Not specifically, no.

18 Q. Do you remember, did you sign the
19 offer letter right there at that time?

20 A. I think I took it home, brought it
21 back the next day.

22 Q. Okay. Mr. Edrington, we've handed you
23 Exhibit 122. If you could take a moment to review
24 that.

1 A. Okay.

2 Q. The Exhibit 122, is that the offer
3 letter we've been discussing here?

4 A. That's correct.

5 Q. And that's your signature down there
6 on the bottom left?

7 A. That's correct.

8 Q. And there's a June 18th, 1999 date on
9 that letter. If you know, is that the date you
10 received it from Hassan or would that be the date
11 you signed it or is that date one and the same
12 or --

13 A. I believe this is the date that I --
14 well, it's the date that I signed it --

15 Q. Okay.

16 A. -- but I think I received it the day
17 before.

18 Q. Okay. Did you receive any other
19 documents with Plaintiffs' Exhibit -- or I'm
20 sorry. -- with Exhibit 122?

21 A. I got one of these, I believe, at the
22 same time.

23 Q. Okay.

24 MR. SIMON: For the record --

1 Q. And when we say --

2 MR. SIMON: I'm sorry.

3 Q. And when we say "one of these," you're
4 talking to the --

5 A. Oh, I'm sorry.

6 Q. -- Exhibit 2, gray brochure?

7 MR. SIMON: Sorry. We just needed to
8 clarify --

9 THE WITNESS: I'm sorry.

10 MR. SIMON: -- that for the record.

11 THE WITNESS: Sorry.

12 Q. All right. Did you discuss Exhibit 2
13 with Hassan when he gave that to you?

14 A. No. I think it's pretty well self-
15 explanatory. We may have gone over it.

16 Q. Okay. Well, how long do you think
17 your meeting was with Hassan, in terms of -- up in
18 his office to go over or discuss the hire letter?

19 A. This and --

20 Q. Mm-hmm.

21 A. -- Exhibit 122 and Exhibit --

22 Q. Two.

23 A. -- 2? Maybe a half hour.

24 Q. Okay. And I would gather since you

1 didn't sign the offer at that point in time, still
2 hadn't made up your mind to join the joint venture?

3 A. On the initial meeting, right.

4 Q. No, sir. I'm talking at the time that
5 you met with Hassan and he gave you the hire
6 letter --

7 A. Right.

8 Q. -- you didn't sign it as you sat there
9 in that office, correct?

10 A. That's correct.

11 Q. And I guess I'm -- I'm presuming from
12 that -- and correct me if I'm wrong -- that because
13 you didn't sign it, that, again, as of that point,
14 you had not made up your mind?

15 A. That's correct.

16 Q. Okay. After the meeting with Hassan,
17 did you have any other discussions regarding your
18 transitioning to ZF Batavia with anybody else from
19 ZF Batavia or Ford?

20 A. I don't think so.

21 Q. Okay. Is there something that you
22 could point to or why is it that, then, overnight
23 you decided to accept the offer?

24 A. Well, I read my Exhibit 2 --

1 Q. Okay.

2 A. -- document and considered the future
3 of what I thought the CVT would bring to the
4 company.

5 Q. Okay.

6 A. I mean, it's a big change --

7 Q. Oh, understood.

8 A. -- and I just wanted to think it over.

9 Q. Okay. Were you aware or concerned
10 that Ford Batavia was possibly subject to closing
11 down at sometime in the foreseeable future back in
12 1999 when you were making the decision here?

13 A. No.

14 Q. You've made comments about CVT and
15 being the future of ZF Batavia. To your
16 understanding, was there any program slated for
17 Ford Batavia after CD4E?

18 A. Not that I know of.

19 Q. Okay. And in 1999, did you understand
20 that serial production for CD4E was scheduled to
21 close in, I believe, 2004?

22 A. I knew it would come to an end
23 sometime --

24 Q. Okay.

1 A. -- but I was sure that we would have a
2 new product of some sort.

3 Q. Okay. I think you told me that you
4 took Exhibit 2 and read it at home, apparently on
5 the night, I would guess, of June 17th of 1999?

6 A. Probably.

7 Q. Do you remember, did you read that
8 document kind of cover to cover?

9 A. Well, I'm sure I did.

10 Q. Okay. Can you take a look on Exhibit
11 2 for me on the second page? And if you look at
12 the bottom right-hand side, see the kind of two
13 thicker lines --

14 A. Okay.

15 Q. -- and the language sandwiched in
16 between those lines?

17 A. Mm-hmm.

18 Q. In that -- I won't call it a box, but
19 between those two lines, do you see the language
20 that says, Plans described here are subject to
21 change?

22 A. Yeah.

23 Q. When you read that, what did that mean
24 to you?

1 MR. SIMON: Objection. Lack of
2 foundation. Go ahead.

3 MR. HUNTER: He's testified he read
4 the document cover to cover.

5 MR. SIMON: Objection, foundation. Go
6 ahead and answer.

7 A. I took that to mean benefit plans.

8 Q. Okay. But you would agree with me the
9 document doesn't say benefit plans?

10 MR. SIMON: Objection. Document
11 speaks for itself.

12 A. No, it doesn't say benefit plan.

13 Q. Okay. Why would you, then, assume
14 that it meant benefit plans?

15 A. Well, summary plan description, as I
16 understand it, is like a full booklet describing
17 medical, life insurance, what I -- like what I call
18 benefits.

19 Q. Okay. Well, is salary a benefit?

20 A. No.

21 Q. Is overtime a benefit?

22 A. No.

23 Q. Maybe I should say, are either one of
24 those a benefit plan?

1 A. No.

2 Q. Okay. Is an annual incentive plan a
3 benefit plan?

4 A. I don't think so.

5 Q. Well -- and I guess I'm asking kind of
6 your opinion. I mean, in your opinion. I'm not --

7 A. Okay.

8 Q. I don't want a legal, but just, in
9 your opinion, is annual incentive plan a benefit
10 plan?

11 MR. SIMON: Objection. Calls for a
12 legal conclusion.

13 A. I don't think it's a benefit.

14 Q. Okay. What about merit increase?

15 A. I don't think -- well, no, I wouldn't
16 call that a benefit.

17 Q. Would it be safe to say you're perhaps
18 a little unsure about that one or no?

19 A. Sure.

20 Q. Okay. Were you unsure about the
21 annual incentive plan?

22 A. I don't think that's a -- in my
23 opinion, it would be classified as a benefit.

24 Q. Okay. Back down to the little

1 sandwich language on the bottom right-hand side, do
2 you see as well the language that says, Plan
3 provisions and eligibility do not constitute an
4 employment contract with any individual?

5 A. Right.

6 Q. Okay. And what did you understand
7 that to mean at the time that you read it?

8 A. The benefit plans, the packages, like
9 the 401K and the life insurance and health
10 insurance.

11 Q. That they what?

12 A. The benefit package -- what I call as
13 the benefit package, the medical, life insurance,
14 those things, that's not a contract.

15 Q. And you exclude from that, then,
16 anything related to salary?

17 A. Correct.

18 Q. Can I ask you why? I don't understand
19 why.

20 A. Well, the salary is a specific number
21 in writing.

22 Q. But it certainly isn't in Exhibit 2.

23 A. This doesn't address salary, Exhibit
24 2, I don't think.

1 Q. All right. You received a transition
2 bonus, correct?

3 A. That's correct.

4 Q. All right. And I see in your hire
5 letter, for example, Exhibit 122, it says, "This
6 bonus is designed to address any monetary
7 differences between Ford benefits and ZF Batavia's
8 new plan." Do you see that language?

9 A. Yes.

10 Q. Do you believe that that statement is
11 an accurate representation of what the money was
12 directed for?

13 A. I wasn't under that impression.

14 Q. Okay.

15 A. I was under the impression talking to
16 Hassan that this was to take the place of the A
17 Plan, which we were no longer eligible for.

18 Q. Well, when you read your hire letter
19 and it says something different than what you had
20 been told by Hassan, did you become concerned?

21 A. No.

22 Q. Well, it involved a fair amount of
23 money there, didn't it, \$25,000?

24 A. Oh, sure.

1 Q. You didn't feel compelled to ask
2 somebody what the difference was?

3 A. No. I just assumed it was from his
4 statements. He didn't specifically say this is to
5 take the A Plan --

6 Q. Okay.

7 A. -- nothing else.

8 Q. Okay.

9 A. But the impression I got was this was
10 to make up the loss of the A Plan.

11 Q. And I have to confess, but that's just
12 contrary to what it says in the letter, isn't it?

13 MR. SIMON: Objection. The document
14 speaks for itself, argumentative. You can answer.

15 Q. That's not what the letter says, is
16 it?

17 MR. SIMON: Same objection.

18 A. The letter does not say that, no.

19 Q. Okay.

20 A. But I just -- that was my impression.

21 Q. Sure, okay. Mr. Edrington, we've
22 handed you what's been marked for identification as
23 Exhibit 123. If you could, take a moment to review
24 that document for me.

1 A. Okay.

2 Q. Have you seen document 123 ever?

3 A. Yes.

4 Q. Okay. I note that this is an
5 application for employment for yourself?

6 A. Correct.

7 Q. Okay. You will note that the document
8 is unsigned. Do you ever remember signing a copy
9 of this document?

10 A. No, I don't remember.

11 Q. Do you know how it is that you filled
12 out apparently the front package, but didn't sign
13 the back page?

14 A. No, I don't know how that came to be.

15 Q. Was that a conscious decision, if you
16 know, on your part?

17 A. No. I was told this was just a
18 formality. We had to have an application in to
19 satisfy some kind of government regulations.

20 Q. Okay. Do you remember reading the
21 document before you filled out the document?

22 A. No. I didn't put much importance on
23 us because they said it was just a formality, quite
24 frankly.

1 Q. Okay. Was that somebody up in HR?

2 A. I believe that's the case, yeah.

3 Q. Okay.

4 A. I can't give you a name.

5 Q. Okay.

6 MR. SIMON: He didn't ask you for a
7 name. Do you want to know a name?

8 MR. HUNTER: If he knows, sure.

9 A. I don't.

10 Q. Okay.

11 A. Here, again, this was how long ago?

12 Q. Four-plus years. All right. We're
13 done with that document, unsigned and otherwise.

14 I have received from you -- from your
15 attorney certain answers to interrogatories. And
16 in those answers, you indicated that you had a loss
17 of \$7,970. Do you remember giving your attorney
18 that information?

19 A. Yes.

20 Q. Okay. Can you tell me, how did you
21 get to that number?

22 A. Overtime that I was not paid for and,
23 if I'm not mistaken, a couple of bereavement days
24 that I didn't get paid for.

1 Q. Okay.

2 A. It was my father-in-law.

3 Q. Let's talk about the overtime for a
4 minute. How did you -- how did you calculate the
5 overtime component of that number?

6 A. I just looked at the hours worked and
7 hours I got paid for.

8 Q. Okay. So you have all your time slips
9 relevant to your calculation?

10 A. Part of them, I'm sure.

11 Q. Okay. Did you give those all to your
12 attorney?

13 A. I believe. I could be wrong.

14 Q. All right. So if I take the time
15 slips that I received from your attorney and I
16 compared them to -- well, let's strike that.

17 A. What I was actually paid for?

18 Q. Yeah. Let's try and do it this way.
19 Do they cover a specific time period, in terms of
20 the entire time that you worked at ZF Batavia or
21 only after the change in policy?

22 A. After that casual hour --

23 Q. Okay.

24 A. -- was instituted, I believe.

1 Q. So would you agree with me that prior
2 to the memo from Len Sennish with regard to the
3 nine-hour day, that you were paid what you were
4 entitled to be paid or thought you were going to be
5 paid when you came over to ZF Batavia?

6 A. Salary, yeah.

7 Q. Well --

8 A. Overtime, that's salary.

9 Q. Yes. I understand that after the
10 hour -- announcement about nine hours, I think what
11 you're telling me is you have an issue with
12 overtime after that date?

13 A. Sure.

14 Q. Okay. Prior to that date, again, did
15 you receive what you believe you were entitled to
16 receive from ZF Batavia, regards to overtime?

17 A. I believe so, yes.

18 Q. Okay. And as I understand it, the
19 issue with respect to the overtime -- well, maybe
20 you better explain it to me because -- are you
21 saying that you should have been paid every hour or
22 increment over eight or how did you calculate that
23 number?

24 A. Just for instance --

1 Q. Sure.

2 A. -- if I go in at seven at night and
3 work till 7:30 in the morning, that's a 12-hour
4 time span.

5 Q. Okay.

6 A. Before the hour decision came up, I
7 would have been paid four hours overtime.

8 Q. Okay.

9 A. But I was actually there 12 and a
10 half.

11 Q. Well, I thought -- okay. You have
12 confused me because I thought you said seven to
13 7:30, right?

14 A. Seven at night till 7:30 in the
15 morning, just for instance.

16 Q. Okay. Isn't that 12 and a half hours?

17 A. Correct, but I've got four hours
18 overtime pay.

19 Q. All right.

20 A. Currently I only get three hours
21 overtime pay for the same amount of time.

22 Q. Under that scenario that you've given
23 me, do you have an opinion as to what you would
24 have been paid if you were still working for Ford

1 Motor Company?

2 A. I would have been paid four hours
3 overtime.

4 Q. Okay. If you were working a normal
5 shift, a regular shift maybe is the better term,
6 what time would you normally start?

7 A. 11 at night.

8 Q. Okay. Until when?

9 A. 7:30 in the morning.

10 Q. And if you had worked from 11 to 7:30,
11 you would receive no overtime, correct?

12 A. Yeah, unless it's Saturday is --

13 Q. Sure.

14 A. During the week, during the week, yes.

15 Q. Yeah, Saturday, Sunday or holidays,
16 obviously that would be an extra shift?

17 A. Correct.

18 Q. Okay. Normal shift, 11 to 7:30, no
19 overtime?

20 A. No overtime.

21 Q. And what if you worked until 11 until
22 8:15?

23 A. No overtime.

24 Q. And would that be the same at Ford?

1 A. I believe or I wouldn't have put it
2 down.

3 Q. Because you knew it wasn't going to be
4 paid?

5 A. Right, it's less than an hour.

6 Q. Okay. And I guess that's kind of
7 where I'm headed is to the less than an hour. And
8 we've had a number of folks indicate that at Ford,
9 their perception was at 59 minutes, it was simply
10 not going to be paid, but it kind of -- when you
11 got to the hour, that it would be paid. Is that
12 your understanding?

13 A. Yeah.

14 Q. Okay.

15 A. That was under the Ford --

16 Q. Mm-hmm.

17 A. -- the old original --

18 Q. Mm-hmm.

19 A. -- yes.

20 Q. Mm-hmm. And so isn't the difference
21 we're talking about here at Batavia in one sense
22 the difference of a minute?

23 MR. SIMON: Objection, vague and
24 ambiguous, but go ahead.

1 A. I don't understand.

2 Q. Sure. If you worked at Ford 59
3 minutes over, you would agree with me that you
4 would not be paid, correct?

5 A. Probably not.

6 Q. Okay. Regardless of whether or not
7 you would have marked it down --

8 A. That's correct.

9 Q. -- you wouldn't have been paid? And
10 so you would agree with me that it would be
11 appropriate at ZF Batavia if you worked 59 minutes
12 over to not be paid for that 59 minutes?

13 A. Right.

14 Q. All right.

15 A. But under the Ford, we didn't have to
16 do that.

17 Q. Okay.

18 A. When we had our stuff done, we could
19 go.

20 Q. Well, are you saying that at ZF
21 Batavia, you absolutely positively have to work
22 that ninth hour?

23 A. According to the letter that came out.

24 Excuse me.

1 Q. Has anybody ever told you that that's
2 the absolute requirement?

3 A. I believe it was on the letter.

4 Q. Okay. But that's the only
5 communication that you have with respect to that
6 ninth hour?

7 A. That I can think of off the top of my
8 head, yes.

9 Q. Does -- who is your immediate
10 supervisor now?

11 A. Probably Milt Gross.

12 Q. Much like --

13 A. Well, things have been changing a lot.

14 Q. Yeah, we had somebody else that didn't
15 know who her immediate supervisor was and I just
16 was surprised by that answer.

17 A. There's like a general foreman what's
18 called now a maintenance planning specialist. He
19 like assigns jobs and he says you guys are screwing
20 up. He says you guys are screwing up. But I guess
21 officially in a flow chart, Milt Gross would be my
22 supervisor.

23 Q. Okay. Has Milt ever indicated to you
24 that, Ted, you got to be here for nine hours or

1 else?

2 A. Not that I can recall.

3 Q. Isn't it more of a matter of, Milt --
4 or, Ted, you got to get your work done?

5 A. Oh, yeah.

6 Q. Pardon me?

7 A. We do that.

8 Q. Okay. I guess I'm trying to
9 understand the compulsory nature of what you're
10 telling me because what you're telling me is that
11 your immediate supervisor is not telling you you
12 have to stay absolutely nine hours, correct?

13 A. That's correct, that I can recall.

14 Q. Okay. And I assume that while you're
15 there that nine hours, you are remaining busy?

16 A. Well, of course.

17 Q. And so I think what you told me at
18 Ford was you did what you had to do to get the job
19 done, correct? Isn't that --

20 A. Yes.

21 Q. -- the same thing you're doing at
22 Batavia?

23 A. Yes.

24 Q. Okay. You stay the time necessary to

1 get the job done?

2 A. Yes. It's not -- It's not the one
3 hour a day. I don't have a problem with that,
4 unless it's absolutely enforced right to the
5 letter.

6 Q. Okay.

7 A. What I took exception was that I
8 didn't hear him say it personally was Sennish --
9 Mr. Sennish said something to the effect if they --
10 if they don't have the work done, they're going to
11 stay and finish it no matter how long it takes,
12 period.

13 Which, say, in an accounting function
14 or something of that nature where you got a fixed
15 task to do, I could say, Well, that -- the guys are
16 goofing off all day and they need to finish it,
17 they should finish it.

18 Q. Okay.

19 A. But like say, for instance, I went in
20 early last night. I went in seven to 11. That was
21 covering somebody else's shift.

22 Q. Okay.

23 A. That was not my choosing. I didn't --
24 I didn't want to do it, but that extra four hours,

1 I feel I should get paid for --

2 Q. Okay.

3 A. -- 'cause I'm required to be there
4 above and beyond the normal eight hours.

5 Q. All right. You had mentioned -- and I
6 got way off base there -- in your calculation of
7 damages that you included two bereavement days?

8 A. Correct.

9 Q. Okay. Apparently I think you told me
10 you had lost your father-in-law?

11 A. Correct.

12 Q. How many bereavement days were you
13 granted?

14 A. One.

15 Q. One? And you took three?

16 A. I think I took two vacation days
17 instead of --

18 Q. I said that poorly. You would have
19 taken three, had you had the bereavement days?

20 A. That's correct.

21 Q. And instead, you used two vacation
22 days?

23 A. I believe that's the case.

24 Q. Okay.

1 A. Without seeing the time sheet, I
2 couldn't say for sure, but I think that's the case.

3 Q. Do you remember what year that was?

4 A. Oh, it was last year.

5 Q. 2002?

6 A. (Witness nodded.) It was either that
7 or the first part of this year.

8 Q. Okay.

9 A. It was cold.

10 Q. Okay.

11 A. It was a hectic time. It had been --
12 I'm sorry.

13 Q. Do you need to take a break?

14 A. No, he had been very ill for quite
15 awhile --

16 Q. Okay.

17 A. -- and it was a strain on the family.

18 MR. SIMON: Are we at a good -- we've
19 been at it an hour and a half. Why don't you take
20 a break here now, Mr. Hunter?

21 MR. HUNTER: Sure. If I could, just
22 one more question.

23 MR. SIMON: Okay.

24 Q. Mr. Edrington, we've been discussing a

1 number of issues here this afternoon. At this
2 point in time, is there anything in terms of your
3 testimony that you feel you need to change or
4 correct?

5 A. I don't know. I don't think so. I
6 don't know.

7 MR. HUNTER: Okay. Fair enough.

8 (Off the record: 2:27 p.m. - 2:36 p.m.)

9 Q. All right. Mr. Edrington, I think
10 we're back on the record. We were talking about
11 bereavement and I think we've talked about
12 overtime. I guess we haven't spent a great deal of
13 time on paid personal days. Probably ought to do
14 that.

15 Your comment to me was that they
16 changed it from five to three, I believe?

17 A. Or five to two. I think it was five
18 to two.

19 Q. Okay. Do you remember how many
20 personal days you had at Ford?

21 A. No, but it was more than five, it
22 seems like. I hardly ever use them --

23 Q. Okay.

24 A. -- so it really never came up.

1 Q. Well, maybe, then, that's the question
2 I should ask you. With respect to the personal
3 days, my understanding is that that was kind of a
4 temporary change at ZF Batavia?

5 A. It turned out to be that way.

6 Q. Okay. And during the time -- and I
7 believe, quite honestly, that it was three days it
8 was cut to, not two, but --

9 A. That could be.

10 Q. -- whatever that change was, did you
11 have a need for additional personal days during
12 that time that the amount of personal days was
13 reduced?

14 A. Not that I know of unless it was a
15 time at the funeral --

16 Q. Okay.

17 A. -- and here, again, I can't --

18 Q. As we have discussed things this
19 afternoon, have you recalled any additional
20 representations, promises or whatever that you feel
21 ZF Batavia has not lived up to?

22 A. I -- I'm a little ambiguous about the
23 AIP bonus. I got a problem with that, yes.

24 Q. Okay.

1 A. We were told that it was strictly upon
2 plant performance and it didn't matter whether you
3 were transitional or new hire or an old Ford guy.
4 Plant performance. Well, you got whatever
5 percentage of -- I didn't know how they figured it.
6 But some people got less than others and they
7 worked in the same plant and still came in every
8 day and did the best they could to make the plant
9 go. I didn't think it was right that some people
10 got different percentage.

11 Q. Okay. Do you know how that affected
12 you personally or did it affect you personally?

13 A. I got a bonus, but I don't think it
14 was as high as it would have been at -- had I
15 stayed at Ford.

16 Q. Do you have any facts that you can
17 base that on?

18 A. No, 'cause -- I mean, that's
19 speculation.

20 Q. Okay.

21 A. Had I stayed at Ford, none of this
22 probably would have come up to start with.

23 Q. In terms of -- I guess my question was
24 more of a -- are you familiar, for example, I would

1 use Sharonville as perhaps being relatively the
2 same as Batavia. Any idea what a maintenance
3 supervisor at Ford received?

4 A. No, sir.

5 Q. Okay.

6 A. And I don't even know if all of those
7 people got the same percentage or not. I don't
8 know.

9 Q. Now, you made the comment that you
10 thought or you were told that plant performance --
11 that the AIP would be based upon plant performance?

12 A. Correct.

13 Q. In our discussion previously, you
14 didn't indicate that that was discussed between
15 yourself and Hassan or even at the meeting. So is
16 this just --

17 A. Well, that's one of those -- what I
18 considered benefits versus salary of what we should
19 get.

20 Q. All right. So do you remember
21 specifically that somebody said that or is that the
22 way you interpreted Exhibit 2?

23 A. That the AIP was a benefit versus
24 salary.

1 Q. No, sir. Again, and I'm kind of
2 paraphrasing here. But your comment was that AIP
3 would be based on kind of overall plant
4 performance --

5 A. Mm-hmm.

6 Q. -- as opposed to some individual
7 measure or something like that?

8 A. Correct.

9 Q. And I thought you said that they used
10 the term they told us?

11 A. (Witness nodded.)

12 Q. Okay. When you say they told us, do
13 you mean figuratively, in terms of that's the way
14 you read Exhibit 2, or did somebody specifically
15 tell you that?

16 A. That it would stay about the same
17 as -- equivalent to Ford's?

18 Q. Whatever you were -- whatever your
19 understanding was, yes.

20 A. Yeah. I -- I got that impression in
21 the meeting in the cafeteria.

22 Q. All right. Let's talk, I guess, just
23 to clarify. What statements do you remember being
24 made that would have given you that impression?

1 A. That our employment would be at the
2 new joint venture, just generally just like we
3 worked at Ford.

4 Q. Okay. I guess I was -- and from that
5 statement, you interpreted that with respect to the
6 AIP plan?

7 A. Yeah.

8 Q. But if I'm not mistaken, Ford doesn't
9 have an AIP plan, do they?

10 A. Well, they have like profit sharing.

11 Q. Okay.

12 A. And I think those are percentage-wise,
13 the same for all our people.

14 Q. Certainly nobody told you that the AIP
15 plan wouldn't have some individual component to it,
16 did they?

17 A. They didn't say it wouldn't.

18 Q. Okay. Did you discuss anything with
19 respect to AIP and Mr. Saleh?

20 A. Specifically, I don't remember.

21 Q. Okay.

22 A. In fact, I didn't remember this being
23 in here till I just flipped over to it again.

24 Q. When you say "this," you mean the

1 language regarding --

2 A. Oh, I'm sorry. Exhibit 2, page 2.

3 Q. Okay. The language about the annual
4 incentive plan?

5 A. Correct.

6 Q. Okay. All right. I understand at
7 this point that we've talked about overtime and
8 your losses with respect to overtime.

9 A. Okay.

10 Q. I understand your losses with respect
11 to the two bereavement days where you used vacation
12 days.

13 A. Well, that may not have been a
14 monetary loss, if you -- you think about it. It
15 was just time that I didn't get as vacation days
16 that I had to use for a unpleasant situation.

17 Q. Okay. Do you know, did you use, then,
18 all of your vacation days for whatever period you
19 used those two?

20 A. I still have some left this year, so
21 I --

22 Q. Okay.

23 A. Did I use all my vacation that -- I'm
24 sure -- I know -- I'm sure I did last year.

1 Q. Okay.

2 A. This year, I still have a couple weeks
3 left, I believe.

4 Q. Okay. And so, again, we have the
5 overtime, the two days, okay, whether or not you
6 count that, understood. You don't have really a
7 number, in terms of your loss for the AIP payment?

8 A. No, 'cause I don't know what it would
9 have been had everybody stayed the same.

10 Q. Okay. And I think that covers the
11 list that you have given me with respect to your
12 concerns about representations or promises that
13 were made to you to come over to ZF Batavia,
14 correct?

15 A. That I can think of, yes.

16 Q. Okay. With respect to your merit
17 increase, you're satisfied with the merit increases
18 that you have received?

19 A. Yeah.

20 Q. And you believe you've received what
21 you were entitled to or what you expected when you
22 joined the joint venture?

23 A. I think so.

24 Q. Okay.

1 A. The merit increase, I don't have a
2 problem. I work hard and I get rewarded. That's
3 not a problem.

4 Q. Okay. Let me just shorten this, then.
5 Is there anything else, as we sit here today, that
6 you can think of, again, that you believe you were
7 entitled to when you came over that you haven't
8 received, except that which we've already spoken
9 about?

10 A. Definitely, absolutely, definitely,
11 no, but I -- I don't think that the transitional
12 people were really considered fairly for CVT
13 positions.

14 Q. Okay.

15 A. But I have no facts to base that on.

16 Q. I don't believe -- you're not working
17 in CVT right now are you?

18 A. No, sir.

19 Q. Is it your preference that you would
20 be working in CVT?

21 A. Not really, but I'd like the
22 opportunity or at least I would like to be
23 considered for one of the positions over there.

24 Q. Okay. Is it your perception that you

1 haven't been considered?

2 A. That's perception, yeah --

3 Q. Is it your perception --

4 A. -- because some other maintenance
5 supervisors have gone and they were transitional
6 Ford people that went over there.

7 Q. Okay.

8 A. And nobody came to me and said, Hey,
9 we've got this position open. Would you like to go
10 apply for it or would you be interested in doing
11 whatever job is available?

12 Q. But from your statement, I would take
13 it that there are some Ford transitionals that have
14 moved over to CVT --

15 A. Yes.

16 Q. -- just not you?

17 A. Correct.

18 Q. Okay. All right. Other than all of
19 the foregoing, anything else that you can think of?

20 A. Not that I can think of right now.

21 Q. Okay. With respect to your salaried
22 time statement, we talked before about overtime and
23 base salary. I think you told me you have always
24 received your base salary?

1 A. I think so.

2 Q. Okay. Has anyone ever come up to you
3 and said, Hey, Ted, we think we need to dock your
4 paycheck because your Honeywell reader doesn't
5 match your salaried time statements, anything like
6 that?

7 A. Mine personally, not that I can
8 recall.

9 Q. Now, you said "mine personally." That
10 would leave me to believe that you're aware of some
11 other situation?

12 A. I haven't seen the -- yeah, I've heard
13 that at least one other guy has been docked.

14 Q. All right. And tell me what you've
15 heard.

16 A. That a guy was there and he couldn't
17 get through the gate on time because it wouldn't
18 open or whatever. Had to go around the building,
19 big facility. And by the time he got there, he was
20 late and he was docked.

21 Q. Okay. Was this a salaried person?

22 A. Correct.

23 Q. Do you know this person's name?

24 A. Kevin O'Hagan.

1 Q. Do you know who docked him?

2 A. Not -- not actually, no.

3 Q. Well, have you heard anything or no?

4 A. Heard it was Milt Gross.

5 Q. Do you know how much?

6 A. No, sir, I don't.

7 Q. Do you know or have you heard about
8 anything else or anyone else that that's happened
9 to?

10 A. Not that I've heard of.

11 Q. And, again, I think you acknowledged
12 that it certainly never happened to you?

13 A. Not that I -- I don't think so.

14 Q. Okay.

15 A. I've never -- you might find it hard
16 to believe, but I normally don't look at my
17 paycheck that closely.

18 Q. Okay.

19 A. The time sheets that I fill out
20 normally get signed and passed on to payroll and
21 they figure my pay and give it to me. And I don't
22 double check their figures with mine, except when I
23 know I've got overtime and didn't get paid for it.
24 I know -- I mean, if you're going to miss two

1 weekends, for instance --

2 Q. Okay.

3 A. -- that's pretty glaring.

4 Q. Okay. I guess I better ask that. I'm
5 aware that at some point in time, some folks in
6 maintenance worked a couple of weekends --

7 A. Yes.

8 Q. -- and didn't get paid. Are you one
9 of those folks?

10 A. Yes.

11 Q. Okay. Somehow I guess we missed that
12 before. Let's talk about that. Well, the number
13 that you gave me as your damages \$7,970 --

14 A. Correct.

15 Q. -- does that include those weekends
16 where you didn't get paid?

17 A. Yes.

18 Q. All right. Do you remember when those
19 weekends were?

20 A. No, sir.

21 Q. Does approximately April of 2002 sound
22 in the ballpark?

23 A. Yeah.

24 Q. Okay.

1 A. It was after the one-hour thing came
2 about.

3 Q. How many shifts did you work that you
4 did not get paid for?

5 A. At least four.

6 Q. And would those have been eights,
7 tens, twelves, if you know?

8 A. Eights, I believe.

9 Q. And you received no overtime
10 compensation during that time period?

11 A. Correct. It's on my time sheets.

12 Q. Do you remember who told you you had
13 to work those shifts without pay?

14 A. It was either Milt Gross personally or
15 Ron Pearce, the maintenance planning specialist,
16 who was relaying the message, I'm pretty sure.

17 The disparity was what bothered me
18 'cause the production guys work and got paid
19 straight to, right down to the change. That was --
20 that was pretty much an insult.

21 Q. Okay. In terms of other individuals
22 that didn't get paid that weekend, are you aware of
23 any others that didn't get paid for any of those
24 shifts or weekends that you worked?

1 A. I'm pretty sure Wayne Whisman.

2 Q. Okay.

3 A. Maybe Ron Pearce.

4 Q. Okay.

5 A. I don't remember who else might have
6 been there at that time.

7 Q. Other than these four shifts sometime,
8 I think, second quarter of 2002, have you been paid
9 overtime for the shifts that you have worked?

10 A. With the exception of that hour, which
11 there were a lot of those.

12 Q. Okay.

13 A. One, for instance, would be if I've
14 put in an eight-hour shift and then stay over four
15 hours for fire brigade training. I feel I should
16 be paid for those four hours.

17 Q. But instead you're being paid for
18 three?

19 A. Correct, a lot of those.

20 Q. In terms of your time reports, the
21 salaried time statements, do those reflect when you
22 come through the door at the plant or some time
23 other than that?

24 A. Some time other than that.

1 Q. Why might they show something other
2 than basically when you walk through the door?

3 A. Well, just, for instance, if I know
4 we're going to have a big rainstorm, 'cause I'm
5 part of building maintenance, before I go in, I'll
6 go through the parking lot and check the grates,
7 make sure there's nothing -- plastic and paper
8 'cause we've had that problem.

9 Q. Okay.

10 A. A visual inspection of the parking lot
11 before I actually go in the door. But just, for
12 instance, say it's 20 minutes to 11 and I do the
13 tour, whatever, I clock -- you know card, go on and
14 do. Then I just put down 11:00.

15 Q. Okay.

16 A. And if I say, well, I'm just about
17 finished. I got a couple more things to do. My --
18 my stopping time -- my stopping time, I might put
19 down as eight, 8:30, and maybe I want to go just
20 look at something real fast. I don't -- I just put
21 down 8:30.

22 Q. Okay.

23 A. And I may actually clock out later
24 than that.

1 Q. All right. Does it reflect any
2 deduction for lunch?

3 A. Oh, no. I don't hardly ever get
4 lunch.

5 MR. HUNTER: Okay. All right. I
6 think that I can turn that over to Mr. VanWay.

7 EXAMINATION

8 BY MR. VANWAY:

9 Q. Mr. Edrington, I know we shook hands
10 earlier today. I'm Jeff VanWay. I represent Ford
11 in this case. I have a few questions for you
12 today.

13 Let me make sure I understood your
14 testimony on some points. With regard to Exhibit
15 2 --

16 A. Okay.

17 Q. -- the brochure, I know Mr. Hunter
18 asked you some questions about the language at the
19 very end on page 2 that's kind of in those double
20 lines.

21 It was your understanding, then, that
22 the only things that were subject to change are
23 those things that you described as benefits; is
24 that right?

1 A. That's correct.

2 Q. Can you just real quickly kind of go
3 through Exhibit 2 here and tell me which are
4 benefits and which are not, according to your
5 understanding?

6 MR. SIMON: Objection, asked and
7 answered. You can go ahead, Ted. I'm making an
8 objection, but you can answer his question.

9 THE WITNESS: Okay.

10 Q. And the reason I'm asking,
11 Mr. Edrington, I don't believe that all of these we
12 went through -- I know you talked about some of
13 them, but I didn't follow them all or I wasn't
14 sure. Salary, is that a benefit?

15 A. No.

16 MR. SIMON: Same objection.

17 Q. That is -- you have some other
18 classification for it? It's a --

19 A. It's compensation for a job.

20 Q. Okay. Overtime, is that a benefit or
21 is that --

22 A. No.

23 Q. -- does that fit in compensation?

24 A. No, that's compensation, as I see it.

1 Q. Sure. I understand.

2 A. I could be wrong. I'm just --

3 Q. And this is just your understanding?

4 A. That's correct.

5 Q. Okay. Annual incentive plan, where
6 does that fit, benefit or compensation?

7 A. I would think it would be
8 compensation.

9 Q. Medical insurance?

10 A. That's a benefit.

11 Q. Okay. Dental insurance?

12 A. Benefit.

13 Q. Flexible spending account?

14 A. A benefit.

15 Q. Life insurance?

16 A. A benefit.

17 Q. AD and D? Accidental death --

18 A. Oh.

19 Q. -- and dismemberment?

20 A. That's a benefit.

21 Q. Disability?

22 A. A benefit.

23 Q. Ford money market?

24 A. That's a benefit. That's 401K.

1 Q. Tuition reimbursement?

2 A. That would be a benefit.

3 Q. Vacation?

4 A. As I see it, that would be part of
5 your salary package, like a paid holiday.

6 Q. You jumped ahead. Holidays as well
7 would be salary, then, or compensation, as opposed
8 to benefit; is that --

9 A. Correct.

10 Q. Okay. What about the various leaves
11 that are listed here, funeral leave, personal or
12 sick leave. Well, we'll go one at a time. Funeral
13 leave, is that a benefit or is that compensation?

14 A. I think it should be compensation, but
15 whether it's -- my perception is --

16 Q. I just want to know what your
17 understanding --

18 A. I would say it's part of your
19 compensation package.

20 Q. Okay. And what about personal or sick
21 leave?

22 A. I consider that part of your salary
23 compensation package.

24 Q. How about jury duty, leave for jury

1 duty?

2 A. That's compensation. That's automatic
3 anywhere.

4 Q. I think we'll skip maternity.

5 A. Okay.

6 Q. Military leave?

7 A. That's a benefit. Well, that could go
8 either way, really. It's kind of a law -- that's
9 the law, isn't it?

10 Q. You're correct. I'm just asking for
11 your understanding. Did that fit into what you
12 regard as benefits or what you classified as
13 compensation?

14 A. In that case, I've -- from a legal
15 standpoint, I'd say compensation. You have to do
16 that.

17 Q. Okay. The family leave?

18 A. That would be, I think, a benefit.

19 Q. Okay. 401K?

20 A. Benefit.

21 Q. And retirement?

22 A. That's a benefit.

23 Q. Okay. Now, you also testified that
24 when you spoke to Hassan and when you were at the

1 employee meetings, you were given the impression
2 that benefits, for the most part, would stay the
3 same as they had been at Ford?

4 A. Or comparable to Ford's, yeah.

5 Q. And when you say benefits, you're
6 using the same definition that we just went
7 through --

8 A. Correct.

9 Q. -- as to what's a benefit and what's
10 compensation?

11 A. Oh, sure.

12 Q. Okay.

13 A. This is my perception of these things.

14 Q. I understand. And that's -- then
15 that's all you can give me. What about when you
16 were with Ford, was it your understanding that Ford
17 benefits were subject to change?

18 A. Benefits?

19 Q. Yes, sir.

20 A. Yeah.

21 Q. What about compensation, things that
22 you classified as compensation, when you were at
23 Ford, was it your understanding that those things
24 were subject to change or not?

1 A. Well, it shouldn't be, but we got
2 raises.

3 Q. Okay.

4 A. So using that criteria, yeah, it was
5 subject to change.

6 Q. Oh, okay. They are subject to change,
7 but you don't believe they should have been. Is
8 that -- am I understanding you correctly?

9 A. At Ford?

10 Q. Yes, sir.

11 A. Well, they should -- well, yeah, sure.
12 If you get demoted to a lower position, you would
13 naturally take a decrease in pay.

14 Q. Well, with respect to all the things
15 that you listed as compensation -- and we won't go
16 through all of them. But salary, overtime,
17 vacation, et cetera, did you believe that those
18 sorts of things were subject to change while you
19 were with Ford?

20 A. No.

21 MR. SIMON: Objection. Calls for a
22 legal conclusion. Go ahead.

23 A. I would say no --

24 Q. Okay.

1 A. -- 'cause that's kind of a contract.

2 Q. And did you have a written contract
3 with Ford that said those things were not subject
4 to change?

5 MR. SIMON: Objection. Calls for a
6 legal conclusion.

7 A. I don't know.

8 Q. Do you remember any written document
9 that you signed with Ford that stated that those
10 sorts of things were not subject to change?

11 A. I don't remember a document, no.

12 Q. Okay. Now, while you were with Ford,
13 you received profit sharing, correct?

14 A. Correct.

15 Q. Were there years when no profit
16 sharing was paid --

17 A. Correct.

18 Q. -- while you were there?

19 A. Correct.

20 Q. Zero percent those years, right?

21 A. I believe that's the case, yeah.

22 Q. And you understood that that was up to
23 the company as to whether profit sharing was going
24 to be paid or not, correct?

1 A. Sure. Those years nobody got
2 anything, as far as I knew.

3 Q. No one at Ford?

4 A. Correct. So it was fair and equal
5 across the board.

6 Q. I apologize for that. Every time I
7 move, I forget things. Mr. Edrington, you've been
8 handed Exhibit 124. And, if you would, take a
9 moment and review that and let me know when you've
10 done so, please. Have you had an opportunity to
11 look at Exhibit 124, Mr. Edrington?

12 A. Yes.

13 Q. That appears to be the application for
14 salaried employment that you filled out with Ford;
15 is that correct? Is that what that document is?

16 A. I may have -- this may be an hourly
17 application.

18 Q. If you look at the top -- and I know
19 there's some punched holes there --

20 A. Oh, yes.

21 Q. -- but it looks like it says
22 "Application For Salaried Employment"?

23 A. You're right.

24 Q. Okay. Any reason to dispute that

1 that's what this is?

2 A. No.

3 Q. Is this your handwriting that appears
4 on this document?

5 A. Yes.

6 Q. On the second page, is that your
7 signature there?

8 A. Yes.

9 Q. Okay. And it's dated 6/26/1990. Is
10 that around the time that you got hired by Ford as
11 a salaried employee?

12 A. Correct.

13 Q. Okay. We're done with Exhibit 124.
14 And if you could, Mr. Edrington, now you've got
15 Exhibit 125 in front of you. Feel free to read the
16 whole thing, if you want to. I really just want to
17 know if it's your signature on there and if you
18 signed it while you were with Ford. But if you
19 want to review the whole thing, that's fine.

20 A. Doesn't have a date. It's my
21 signature.

22 Q. Okay. And I'll submit to you, Mr.
23 Edrington, that this was produced by Ford in this
24 case as a part of your salaried personnel file. Do

1 you agree with me that you signed this while you
2 were a salaried employee with Ford?

3 A. I believe that's the case, yeah.

4 Q. And you're correct that it's not
5 dated. I believe that this is something you would
6 have signed right around the time you got hired.
7 Does that sound accurate to you?

8 A. Sure.

9 Q. Okay. The signature of the company
10 representative is -- I think that's Ann Jones. Do
11 you remember Ann Jones?

12 A. Yes.

13 Q. Was she in personnel?

14 A. HR, yeah.

15 Q. Okay. Finished with Exhibit 125, Mr.
16 Edrington. Mr. Hunter asked you a question earlier
17 today, asked you to kind of list for him promises
18 that ZF Batavia has not lived up to. And you named
19 several. And I just want to make sure that I've
20 got your total testimony here.

21 The specific question you were asked
22 was promises ZF Batavia has not lived up to. Are
23 you alleging as well that there are promises that
24 Ford has not lived up to in this case?

1 A. Yeah.

2 Q. And would those be the same as what
3 you believe ZF Batavia has not lived up to?

4 A. Yeah.

5 Q. Okay. Now, with respect to your
6 decision to accept employment with ZF Batavia, had
7 you known that after you accepted, sometime down
8 the road, ZF Batavia was going to change its
9 bereavement leave policy like they did, had you
10 known that, would you have accepted employment with
11 ZF Batavia?

12 A. On that one item?

13 Q. Yes, sir.

14 A. Probably not.

15 Q. Probably wouldn't have accepted
16 employment or probably would have?

17 A. Probably would not have accepted
18 employment.

19 Q. Just over a change in bereavement from
20 three to one, that would have been significant
21 enough for you not to accept employment with ZF
22 Batavia?

23 A. Yes.

24 Q. And why would that one thing have been

1 so significant to you?

2 A. Well, if they're going to change that,
3 then they'll probably change some other things as
4 well. That would only be to some people very
5 insignificant, but it's underlying of the concept
6 that we can just randomly change things.

7 Q. Okay. Let me -- that's a fair point.
8 Let me ask you this question. Had you known up
9 front that bereavement leave was only going to be
10 one day in certain circumstances rather than three
11 days, had you known that up front, would you still
12 have accepted employment with ZF Batavia? In other
13 words, if --

14 A. Yes.

15 Q. -- they had told you up front --

16 A. Yes.

17 Q. -- you still would have accepted?

18 A. Correct.

19 Q. Because that slight change from one --
20 or from three to one days wasn't significant enough
21 for you to decide I don't want to go to work for ZF
22 Batavia, right?

23 A. Probably, yes.

24 Q. Okay. What about the change in

1 personal days, had you known up front that ZF
2 Batavia -- strike that.

3 Had you known up front that personal
4 days were only going to be for a one-year period
5 three instead of five, would you have still
6 accepted employment with ZF Batavia?

7 A. No, I don't think so.

8 Q. And why is that?

9 A. I figured that's part of my overall
10 compensation package and I probably wouldn't have
11 accepted it.

12 Q. Okay. And I'm not asking if you had
13 known they were going to change it, but instead I'm
14 asking you if they had told you up front at the
15 time you were making the decision as to whether you
16 were coming over or not, if someone had said to
17 you, Mr. Edrington, you can only get three personal
18 days, would you come to ZF Batavia, would you still
19 have come to ZF Batavia or not?

20 A. Probably not.

21 Q. And what would that reason be? Why
22 would you have made the decision not to?

23 A. Okay. I have vacation time that I
24 take to go on vacation and enjoy myself. The

1 personal days I consider -- I need some of them
2 'cause you never know when something comes up.

3 Q. No, I understand. I just want to make
4 sure I'm clear. So, in other words, if you'd known
5 up front that instead of five days, you were going
6 to get three days for one year, then you would have
7 said, No, I'm not coming to ZF Batavia?

8 A. I believe that's the case, yes.

9 Q. Okay. What about overtime, if you'd
10 known up front that there was going to be this
11 nine-hour rule, would you have come to ZF Batavia?

12 A. No.

13 Q. You would have stayed with Ford?

14 A. Yes.

15 Q. Did you have any offers from any other
16 Ford plants at the time you decided to come to ZF
17 Batavia?

18 A. No.

19 Q. Had you interviewed with any Ford
20 plants?

21 A. No.

22 Q. If the only opportunities to stay with
23 Ford had been at somewhere other than Sharonville,
24 would you still have stayed with Ford?

1 A. Given the -- taking off the personal
2 days and things --

3 Q. Yeah.

4 A. -- or just in general?

5 Q. Start with it, if you'd known --

6 A. Me, I would have stayed with Ford,
7 yeah. For whatever reason I decided not to go with
8 ZF, would I have gone to another Ford facility,
9 yeah.

10 Q. Even if it would have meant
11 relocating --

12 A. Yes.

13 Q. -- out of the area?

14 A. Yes, yes.

15 Q. Okay. Now, you testified earlier as
16 to who you remembered being present at the May 27,
17 1999 meeting.

18 A. Mm-hmm.

19 Q. You didn't name Tony DeShaw. Do you
20 remember Mr. DeShaw being present at all at that
21 meeting?

22 A. Can you describe him?

23 Q. I'm afraid I can't. He was, as I
24 understand it, someone that worked for ZF that

1 basically was kind of their benefits guy. Do you
2 remember -- name doesn't ring a bell?

3 A. No.

4 Q. Okay. That's fine.

5 A. It's a long time ago.

6 Q. And you understood from the discussion
7 at the May 27th meeting that there were going to be
8 some benefits, at least, that were going to be
9 different at ZF Batavia than they had been at Ford?

10 A. Yeah, but they would be comparable.

11 Q. Okay. I'm not sure I know what that
12 means. Would they be different?

13 A. Well, they could be.

14 Q. Okay. And you knew that going in?

15 A. That they could be different, yeah.

16 Q. Okay. And you also recognized, didn't
17 you, that, down the road, as the company grew,
18 there might be other changes in benefits?

19 A. Sure.

20 Q. In other words, what -- the benefits
21 you had on day one might not be the same as the
22 benefits you had on year five, for example?

23 A. Right. That's the case. Insurance
24 changes, we pay more out of pocket now than we used

1 to, co-pays, things like that.

2 Q. Places you worked before, that's
3 generally the way it operated?

4 A. That happens. That's in the business
5 world.

6 Q. Benefits change. And no one ever told
7 you, in fact, that your benefits would never
8 change?

9 A. No, nobody said that.

10 Q. And that --

11 A. That --

12 Q. That would have struck you as odd?

13 A. That's -- yeah, not realistic.

14 Q. In your conversations with Hassan, did
15 he have any conversations with you about overtime?

16 A. Yeah, we keep our overtime.

17 Q. Poor question. Did he have any
18 questions with you about what overtime was going to
19 be like at ZF Batavia?

20 A. Well, as far as number of hours?

21 Q. Well, anything about overtime.

22 A. It would stay just like we were at
23 Ford.

24 Q. Did he specifically say what that

1 meant? Did he say, for example, that your rate of
2 pay would be the same as it had been at Ford?

3 A. I believe so.

4 Q. And when did he say that, do you
5 remember?

6 A. No.

7 Q. In fact, I thought you testified that
8 there were two conversations with him. Do you
9 remember if that was in the first or the second
10 conversation?

11 A. I believe it was the first.

12 Q. Okay. And he said that your rate of
13 pay for overtime --

14 A. Well, not specific dollar amount, no.
15 But we would have what -- forgive me. But it's
16 easy for us to call it time and a half and double
17 time. All right. Time and a half would be over
18 eight hours on a day. Double time is Sunday 'cause
19 it's easier to refer to it that way.

20 Q. Right, I understand. Is that what he
21 told you, then, that you'd get time and a half at
22 ZF Batavia and that you'd get double time?

23 A. Well, whatever the rate was.

24 Q. Did he tell you what the rate was?

1 A. No, sir.

2 Q. Okay. Did he tell you that --

3 A. He said it would stay the same as
4 Ford. Our pay and overtime rate would stay just
5 like we had stayed at Ford.

6 Q. So it would be the same as it was at
7 Ford at that time?

8 A. Correct --

9 Q. Okay.

10 A. -- right.

11 Q. Did he say anything about what it
12 might be in the future?

13 A. No, not that I can think of.

14 Q. Okay. What about casual time, did he
15 have any discussions with you about what casual --

16 A. No.

17 Q. -- time was going to be like at ZF
18 Batavia? What about bereavement leave, did you
19 discuss bereavement leave with him, in terms of
20 what the policy --

21 A. Yeah, that was part of what I call the
22 benefits package.

23 Q. Right. And that was part of what was
24 listed in Exhibit 2?

1 A. That stays the same.

2 Q. But did Hassan specifically talk to
3 you about bereavement leave?

4 A. Not specifically about bereavement,
5 but he said your benefits will stay the same.

6 Q. Okay. And what about personal leave,
7 did he talk to you specifically about personal
8 leave?

9 A. Not that I can recall.

10 Q. Okay. Now, with regard to the
11 transition bonus --

12 A. Okay.

13 Q. -- which I think in your case was
14 \$25,000?

15 A. Mm-hmm.

16 Q. I believe you said that your
17 impression was that it was designed to offset the
18 loss of the A Plan?

19 A. Correct, over a three-year period.

20 Q. Did Hassan specifically say anything
21 to you about what the transition bonus was for?

22 A. Not that I can recall.

23 Q. Okay. What about at the employee
24 meeting that you went to in May, did anyone at that

1 meeting say specifically what the transition bonus
2 was for?

3 A. Not that I can recall.

4 Q. Okay.

5 A. It was just the impression I got. It
6 was to offset the A Plan. I think that was
7 speculation from somebody, said, yeah, that's what
8 it is.

9 Q. Well, do you remember who speculated
10 that?

11 A. No, sir, I don't.

12 Q. You were speculating that that's what
13 it was for?

14 A. Well, sure. That's -- that's the
15 impression I was given from listening to -- whether
16 people knew what they were talking about or not --

17 Q. Listening to co-workers or --

18 A. Co-workers and managing -- the upper
19 management people.

20 Q. But no one --

21 A. Specifically they didn't say this is
22 because you don't have the A Plan anymore.

23 Q. Okay.

24 A. I don't think they said that

1 specifically.

2 Q. Okay. And was there anything at that
3 May 27, '99 meeting that was said about the
4 transition bonus at all that you remember?

5 A. I don't remember.

6 Q. Okay. Now, with regard to personal
7 days --

8 A. Yeah.

9 Q. -- my understanding is you can't carry
10 over unused dates from year to year, right?

11 A. That's correct.

12 Q. And I believe you testified that
13 when -- during that year when the change was made,
14 you wouldn't have used the extra days that year?

15 A. No, I don't think so.

16 Q. Okay. And so I take it, then, that
17 for that one-year change, you haven't actually
18 suffered any damage as a result of that change that
19 was made?

20 A. From the personal days?

21 Q. Yes, sir.

22 A. Not a monetary did I -- not that I
23 know of, no.

24 Q. Okay. Prior to the time you accepted

1 employment with ZF Batavia, did anyone tell you
2 that you would be working in CVT at some point?

3 A. No, not specifically.

4 Q. You were just hoping you would get
5 that opportunity?

6 A. Sure.

7 Q. And still hope, I take it?

8 A. I was -- I was assuming was that when
9 CD4 went away -- CD4E went away, the whole place
10 would open up and really develop a whole -- really
11 produce a lot of CVTs.

12 Q. Okay. And CD4E hasn't gone away yet,
13 has it?

14 A. No. It's been extended past what it
15 was supposed to be originally.

16 Q. Okay. Now, with respect to the -- the
17 different promises, representations that you've
18 testified were made and haven't been kept, I
19 believe the first one you said was the personal
20 days. And you testified already about the change
21 from five to either three or two.

22 As you sit here today, do you have any
23 reason to believe that anyone from Ford, Ford Motor
24 Company was involved in that decision to make that

1 change?

2 A. I don't know if they were involved in
3 the decision. I think it was known.

4 Q. I'm sorry. I didn't hear the --

5 A. I think it was Ford -- somebody from
6 Ford had knowledge of it, but whether they made the
7 decision or not, I don't know.

8 Q. You think that after the decision was
9 made, someone from Ford found out about it? Is
10 that what --

11 A. Sure, I think so.

12 Q. Do you have any reason to believe that
13 Ford was involved in any way before the decision
14 was made?

15 A. I don't know.

16 Q. Do you have any reason to believe that
17 anyone from Ford approved that decision before it
18 took effect?

19 A. Possibly.

20 Q. Okay. And why do you say "possibly"?

21 A. Well, 49 percent of the joint venture
22 is owned by Ford and I was under the impression
23 that it was Ford board of directors and ZF board of
24 directors as -- acting as a head of ZF Batavia.

1 Q. Okay. And when you say a Ford board
2 of directors and a ZF board of directors, there's
3 really only one board of directors for --

4 A. Correct --

5 Q. -- ZF, right?

6 A. -- but basically -- but basically Ford
7 people, basically ZF people running ZF Batavia.

8 Q. Oh, okay. And together through that
9 board of directors, they make certain decisions?

10 A. Right.

11 Q. And you believe that it's possible the
12 board of directors might have reviewed the change
13 in the personal days?

14 A. That's correct.

15 Q. You don't know for sure whether that's
16 something that went up as high as the board of
17 directors, do you?

18 A. That's correct. I do not know.

19 Q. You've never seen any minutes from the
20 board of directors that reflect that?

21 A. No.

22 Q. And have you ever attended any board
23 of directors meetings?

24 A. No.

1 Q. With regard to the change in
2 bereavement leave that you testified about, do you
3 have any reason to believe that anyone from Ford
4 was involved in the decision to make that policy
5 change?

6 A. I don't know.

7 Q. Okay. And would your testimony be the
8 same as with regard to personal days, that it's
9 possible the board of directors may --

10 A. That's correct.

11 Q. -- have reviewed that decision?

12 A. That's correct.

13 Q. Okay. The change in overtime, which
14 is, as I understand, basically you have two
15 overtime claims. One is the nine-hour rule, so to
16 speak --

17 A. Yeah.

18 Q. -- and the other is for some period of
19 time you weren't paid for certain weekends?

20 A. Correct.

21 Q. That's everything that's involved in
22 your overtime claim, right?

23 A. Basically.

24 Q. Okay. You say "basically."

1 A. That I can think of.

2 Q. Is there anything else?

3 A. There may be some other specifics, but
4 I don't think so. Not that I can think of right
5 offhand.

6 Q. Okay. Let's start with the nine-hour
7 rule.

8 A. Okay.

9 Q. Do you have any reason to believe that
10 anyone from Ford was involved in the decision to
11 put that nine-hour rule into effect?

12 A. I don't know, but I'm sure they heard
13 about it.

14 Q. You think they may have heard about it
15 after the decision --

16 A. Oh, yeah.

17 Q. Why do you say that?

18 A. Because it was a big uproar.

19 Q. People were upset after it happened?

20 A. Oh, yeah.

21 Q. And so you think that somehow Ford may
22 have got wind after the fact that this is what ZF
23 Batavia had done?

24 A. If not before, yeah. But after the

1 fact, I'm sure they heard about it.

2 Q. And do you have any reason to say that
3 Ford may have known before it took effect?

4 A. I don't know.

5 Q. Okay. And with regard to Ford
6 approving of the change to put in the nine-hour
7 rule, do you have any reason to believe that Ford
8 approved of that change?

9 A. I don't know.

10 Q. Then the second piece of your overtime
11 claim with regard to the weekends that you were not
12 paid for, do you have any reason to believe that
13 anyone from Ford was involved in the decision not
14 to pay you for those weekends?

15 A. Yes.

16 Q. Okay. And why do you believe that
17 Ford was involved in that decision?

18 A. 'Cause before it actually occurred, it
19 was a big -- everybody -- I'm just -- everybody
20 that was going to be affected, maintenance
21 supervisors were really complaining that this isn't
22 right. And that had to go up higher than middle
23 management, I would think.

24 Q. Okay. And so who do you think it went

1 to?

2 A. I think it went -- I would hope it
3 would go to the board of directors, something of
4 that magnitude.

5 Q. You don't know whether that happened?

6 A. No, I don't, no.

7 Q. And you're speculating that because it
8 was such a big deal that --

9 A. Exactly.

10 Q. -- it seems like it should have gone
11 to the board?

12 A. Exactly --

13 Q. Okay.

14 A. -- yeah.

15 Q. And you don't know, for example, do
16 you, whether that may have stopped with the head of
17 the maintenance department and not gone any
18 further?

19 A. It could have stopped at the head of
20 the maintenance department.

21 Q. Okay.

22 A. It could have stopped at Len Sennish
23 or anywhere above that.

24 Q. Okay. And you just don't know?

1 A. I just don't know --

2 Q. Okay. Fair enough.

3 A. -- you're right.

4 Q. With regard to the AIP, and I believe
5 that your issue with regard to the AIP is that some
6 new hires may have received a higher percentage AIP
7 than you. Is that --

8 A. Sure.

9 Q. Am I understanding the issue
10 correctly? Do you know in a dollar figure how much
11 that is?

12 A. Oh, no.

13 Q. Prior to the time you accepted
14 employment with ZF Batavia, did anyone communicate
15 to you that you would get a higher percentage AIP
16 than what new hires would get?

17 A. I don't think so.

18 Q. Wasn't much said about new hires, was
19 there?

20 A. No.

21 Q. And no one communicated to you what
22 their benefits were going to be, did they?

23 A. Not that I can recall.

24 Q. And it wasn't really any of your

1 concern what the new hires --

2 A. Right.

3 Q. -- were being paid, right?

4 A. Exactly.

5 Q. So regardless of what the company was
6 going to do with new hires, that wasn't impacting
7 your decision to come over to ZF Batavia, was it?

8 A. That's correct.

9 Q. Okay. With regard to the change
10 that's been made in AIP and your claim in this
11 case, do you have any reason to believe that Ford
12 was involved in that change?

13 A. Yeah.

14 Q. And, again, is that because you
15 believe that it's such a big issue that it may have
16 went up to the board of directors?

17 A. Well, it's a pretty big issue.

18 Q. Do you know whether that went up to
19 the board of directors?

20 A. No, sir, I don't.

21 Q. And other than your belief that
22 because of the type of issue it is, it should have
23 gone to the board of directors, do you have any
24 other reason to believe that Ford was involved in

1 that decision or that change?

2 A. Well, here, again, it's -- part of our
3 board of directors is Ford.

4 Q. Ford has representatives on the
5 board --

6 A. Correct.

7 Q. -- right? And other than the fact
8 that Ford has representatives on the board and you
9 believe that that's a decision that the board ought
10 to be involved in, do you have any reason to
11 believe that Ford was involved in the decision?

12 A. No.

13 Q. Okay. And with regard to approving
14 the decision, again, other than --

15 A. Same thing.

16 Q. -- possibly through the board of
17 directors, no reason to believe that Ford was
18 involved in the approval of the decision?

19 A. That's correct, other than through the
20 board of directors.

21 Q. And, again, you're not sure whether
22 the board was involved or not?

23 A. That's correct. I don't know.

24 Q. Okay.

1 A. I have no way of knowing.

2 Q. I understand. At the time you had
3 conversations with Hassan prior to coming over to
4 join ZF Batavia, you believed Hassan was being
5 truthful with you, didn't you?

6 A. Yes, oh, yeah.

7 Q. If you thought he was lying, you
8 wouldn't have come over?

9 A. Exactly.

10 Q. Do you still believe that Hassan was
11 being truthful with you?

12 A. I believe he was being truthful as far
13 as he knew. I don't think he intentionally lied.

14 Q. Okay.

15 A. But then I tend to be on the positive
16 side of things, too.

17 Q. I understand. With regard to the
18 people who are at the employee meeting who are
19 doing the presentations in the cafeteria --

20 A. Slides shows?

21 Q. Yes, sir.

22 A. Yeah.

23 Q. I think you mentioned Mr. Kehr,
24 Mr. Adams. Do you believe that those individuals

1 were being untruthful with you?

2 A. I don't know.

3 Q. Okay. But certainly at the time they
4 were communicating, you believed they were telling
5 the truth?

6 A. That's correct.

7 Q. And now, just -- is it my
8 understanding that because, in your opinion,
9 promises haven't been kept that causes you to
10 believe that maybe those individuals might have
11 been untruthful?

12 A. That's true. That's a true statement.
13 You know what was really the topper? Am I allowed
14 to say that?

15 Q. Go ahead. Go ahead, sir.

16 A. I can't help it. I got to say it.

17 Q. What was the topper, sir?

18 A. When we asked why salary people clock
19 in and out and hourly people only clock in card
20 readers --

21 Q. Yes, sir.

22 A. -- the story was because it's a
23 foreign trade zone and we have to know who's here,
24 whatever the rest of that statement was.

1 Intellectually, I'm thinking if it applies to
2 salary, it should apply to hourly and if this is
3 reason for salary to have to do it, it should be
4 the same reason for the hourly guys and I'm not
5 buying this story.

6 Q. Did anyone ever communicate to you
7 that the reason it couldn't be done with regard to
8 hourly because they were covered under a UAW
9 agreement and it would be problematic to try and
10 get that pushed through the union?

11 A. The story -- yes, I heard the story.

12 Q. Okay.

13 A. I didn't believe that.

14 Q. You just don't believe it?

15 A. No.

16 Q. Okay.

17 A. It's their company.

18 Q. You don't know whether it's true or
19 not?

20 A. What's that, because it's problematic,
21 they couldn't implement it on the hourly side?

22 Q. Yes, sir.

23 A. I don't buy that.

24 Q. Okay.

1 A. I don't believe it.

2 Q. You don't know. It's just your belief
3 that it's not true?

4 A. That's totally my belief.

5 Q. Okay. I mean, you hadn't had any
6 conversations with the UAW about whether that would
7 fly, have you?

8 A. Well, they said it won't fly.

9 Q. Okay.

10 A. And I said, Well, it's our company.
11 We're managing it. We can do what we want. If you
12 don't like it, hit the street. That was my answer.
13 We need -- we need to manage our business. I don't
14 want to get --

15 Q. No, no.

16 A. -- on a rant here.

17 Q. That's perfectly all right.

18 A. If this is a legal requirement from
19 the government apparently about the foreign trade
20 zone or whatever they called it, then it should be
21 a requirement for the UAW to follow as well.

22 Q. Okay. And ZF Batavia, they're the
23 ones that explained to you that there was this
24 foreign trade zone requirement, right?

1 A. Here, again, we got the Ford board --
2 guys on the board of directors and I think this is
3 a pretty big issue.

4 Q. Okay. Do you know whether anyone from
5 Ford was involved in that at all?

6 A. No, I don't know.

7 Q. Okay. Since the time you left Ford,
8 your annual salary has gone up every year, hasn't
9 it?

10 A. That's correct.

11 Q. And, in fact, your -- if we pulled out
12 your W-2s, your W-2 wages from the time you been at
13 ZF Batavia would be higher than from the time you
14 were at Ford, wouldn't they?

15 A. Yeah.

16 Q. Okay. Do you know an employee by the
17 name of Eddie Adams?

18 A. Yes.

19 Q. Have you had any conversations with
20 Mr. Adams about this lawsuit?

21 A. Other than there's an alleged lawsuit
22 that salary guys didn't get paid overtime and we
23 think they should.

24 Q. You didn't tell him there was an

1 alleged lawsuit, did you?

2 A. Yes, I most certainly did.

3 Q. Okay. Did you discuss anything else
4 with Mr. Adams, other than telling him that there
5 was this lawsuit?

6 A. Nope.

7 Q. Did you discuss with him the
8 possibility of him being a witness --

9 A. No.

10 Q. -- in this case? Is it -- your
11 attorneys have listed Mr. Adams as a potential
12 witness. As you sit here today, do you have any
13 reason to believe that Mr. Adams has any knowledge
14 that's relevant to this case?

15 A. I don't know.

16 Q. Did you have any discussions with
17 Mr. Adams about Ford, Ford's control or lack of
18 control over the plant?

19 A. No, not that I can recall.

20 Q. He's an hourly employee, right?

21 A. Yeah, he's a union representative.

22 Q. Okay. And is he a full-time release
23 guy with the UAW or does he work a shift as well?

24 A. I believe he's a full-time

1 committeeman --

2 Q. Okay.

3 A. -- or a skilled trades representative
4 as well.

5 Q. He's the skilled trades
6 representative, is that what you're saying?

7 A. I believe that's the case.

8 Q. Okay.

9 A. And full-time committeeman.

10 Q. Mr. Edrington, you've given quite a
11 bit of testimony today. As you sit here today, do
12 you believe that there are any other facts, other
13 than those you've testified to that support your
14 claim in this case?

15 A. Not that I can think of right now, no,
16 I can't.

17 Q. Now, with regard to your claims that
18 certain promises haven't been kept, have you ever
19 complained to anyone at Ford about that?

20 A. Yes, but to who, I cannot --

21 Q. Was that a recent complaint you made?

22 A. It's a constant complaint.

23 Q. Well, who do you make that complaint
24 to?

1 A. Just generally complaining to anybody
2 who will listen basically.

3 Q. And are some of those people that
4 you're complaining to, are those Ford
5 representatives or are they ZF Batavia
6 representatives?

7 A. Just ZF Batavia.

8 Q. Okay. Have you complained to anyone
9 from Ford?

10 A. Officially, no.

11 Q. Okay. Why, sir, have you not
12 complained to anyone at Ford?

13 A. I can't answer that. I don't know.

14 Q. Has it ever occurred to you to
15 complain at Ford about it?

16 A. I didn't think it would be worth the
17 effort 'cause I figured they already knew about it.

18 Q. You also figured, didn't you, since ZF
19 Batavia made these changes, if you're going to
20 complain, you ought complain to ZF Batavia and not
21 Ford?

22 A. Yeah, partially, yeah.

23 MR. VANWAY: Okay. I don't think I
24 have any further questions, Mr. Edrington. Thank

1 you, sir.

2 THE WITNESS: Okay.

3 EXAMINATION

4 BY MR. HUNTER:

5 Q. Mr. Edrington, I just have a couple of
6 follow-up questions and see if we can get you on
7 the bargaining committee with the UAW, I don't
8 know.

9 A. I don't want to be on the bargaining
10 committee.

11 Q. I think you made the comment something
12 along the lines of it's our business. We need to
13 be able to manage it, correct?

14 A. Yes.

15 Q. You understand that with respect to
16 the UAW, there is a written agreement with the UAW,
17 correct?

18 A. There's a contract with the UAW, yes.

19 Q. Okay. And you understood there are
20 opportunities to change that contract, correct?

21 A. Yes.

22 Q. And is that what you're saying is that
23 we should change that contract with the UAW?

24 A. In regard to the clocking in and out?

1 Q. Mm-hmm.

2 A. If it's a legal matter, as far as I'm
3 concerned, yeah, absolutely.

4 Q. Well, are there other things that can
5 be changed within that legal agreement?

6 MR. SIMON: Objection.

7 A. I don't know.

8 MR. SIMON: Calls for a legal
9 conclusion.

10 A. I don't know.

11 Q. Well, when you say that it's our
12 business, we need to manage it, I guess to manage
13 it, I guess, what do you mean by that?

14 A. Well, I believe we're allowed to set
15 rules and enforce them.

16 Q. And included in that belief is the
17 ability to change and make rules as we go along?

18 A. Sure, that's -- you can negotiate
19 those things.

20 Q. Okay. With respect to your complaints
21 about the lack of follow through on promises or
22 representations, you haven't indicated that you
23 went back to Hassan at any point. Did you ever go
24 back and complain to Hassan?

1 A. No.

2 Q. Well, why didn't you go back and
3 complain to Hassan?

4 A. I didn't think it was worth the time.

5 Q. Because you knew Hassan didn't have
6 the authority to do anything about it?

7 A. I didn't think he did 'cause I don't
8 think the decision came from him.

9 Q. Would you consider Hassan to be a
10 decision maker?

11 A. Not a high level decision maker. I
12 don't think so.

13 Q. Well, do you think he has the
14 authority to bind the company?

15 A. Well, sure. I think so.

16 Q. Then why wouldn't you go to him with
17 respect to these problems?

18 A. I just didn't think it would do any
19 good. I -- I honestly believed it would be a waste
20 of time.

21 MR. HUNTER: Okay. I don't think I
22 have anything further.

23 MR. VANWAY: Okay. I just have one
24 more, Mr. Edrington.

1 EXAMINATION

2 BY MR. VANWAY:

3 Q. You testified about conversations or
4 meetings where you were told that benefits would
5 remain the same. Other than -- or essentially the
6 same.

7 A. Essentially the same as Ford.

8 Q. Other than those conversations, were
9 you told that anything else would remain the same
10 as it had been at Ford?

11 MR. SIMON: I missed -- in what
12 context are you asking this?

13 MR. VANWAY: Employee meetings or
14 conversations with Hassan.

15 Q. Did they say -- other than saying that
16 benefits would essentially remain the same, did
17 they communicate to you that anything else would
18 remain the same?

19 MR. SIMON: Objection, asked and
20 answered. He testified to what Hassan had said.
21 You can go ahead and answer.

22 A. The impression I got was everything
23 would remain comparable to what we had, had we
24 stayed at Ford.

1 Q. Okay. Benefits?

2 A. The salary and everything.

3 Q. Did someone say that salary would be
4 the same?

5 MR. SIMON: Objection, asked and
6 answered. Go ahead.

7 A. No, it's an assumption I got,
8 impression I got.

9 MR. VANWAY: Okay. No, I understand.
10 No further questions.

11 MR. SIMON: I just have a question.

12 EXAMINATION

13 BY MR. SIMON:

14 Q. What time did you work last night,
15 Mr. Edrington?

16 A. I went in at 7:00 last night.

17 Q. And what time did your shift end?

18 A. I left about 8:00 this morning.

19 Q. I think the deposition began around
20 1:30 today. You got here around quarter till one;
21 is that right?

22 A. I think so.

23 Q. How many hours of sleep did you get
24 this morning?

1 A. About an hour and a half.

2 Q. If not for this deposition, would you
3 have slept longer?

4 A. Oh, yeah, yes.

5 MR. SIMON: Okay. Those are the only
6 questions I have. We can just go off the record.

7 (Deposition concluded at 3:39 p.m.)

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 Ted Edrington

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1 C E R T I F I C A T E

2

3 STATE OF OHIO :

4 : SS

5 COUNTY OF HAMILTON :

6

7 I, Susan M. Barhorst, a Notary Public in
8 and for the State of Ohio, duly commissioned and
9 qualified, do hereby certify that prior to the
10 giving of this deposition the within-named TED
11 EDRINGTON was by me first duly sworn to testify the
12 truth, the whole truth, and nothing but the truth;
13 that the foregoing pages constitute a true,
14 correct, and complete transcript of the testimony
15 of said deponent, which was recorded in stenotypy
16 by me, and on the 27th day of October 2003 was
17 submitted to counsel for deponent's signature.

18 I further certify the within deposition was
19 duly taken before me at the time and place stated,
20 pursuant to the Federal Rules of Civil Procedure;
21 that I am not counsel, attorney, relative or
22 employee of any of the parties hereto, or their
23 counsel, or financially or in any way interested in
24 the within action, and that I was at the time of

1 taking said deposition a Notary Public in and for
2 the State of Ohio.

3 IN WITNESS WHEREOF, I have hereunto set my
4 hand and notarial seal at Cincinnati, Ohio, this
5 27th day of October 2003.

6

7

8

9 Susan M. Barhorst, Notary Public
10 in and for the State of Ohio.
11 My commission expires
12 February 18, 2004

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